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CERTIFICATION

INTERSTATE COMMERCE COMMISSION

The undersigned, a Notary Public duly appointed for and in the County of New York, State of New York, does hereby certify:

That the undersigned has compared the attached copy of a Chattel Mortgage dated April 19, 1973, from Auto-Train Corporation to United States Trust Company of New York and Continental Illinois National Bank and Trust Company of Chicago with the original thereof and that the attached is a true and correct copy of such original in all respects.

In Witness Whereof, the undersigned has caused this Certification to be duly executed and her notarial seal affixed thereto this 27th day of April, 1973.



*Suzan Beulike*  
\_\_\_\_\_  
SUZAN BEULIKE  
Notary Public, State of New York  
No. 31-0281930  
Qualified in New York County  
Commission Expires March 30, 1975

CHATTEL MORTGAGE

THIS CHATTEL MORTGAGE, dated April 19, 1973 from AUTO-TRAIN CORPORATION, a Florida corporation, (the "Mortgagor"), to UNITED STATES TRUST COMPANY OF NEW YORK (the "Trust Company") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Continental Illinois"), and such other institutions as may be substituted therefor or added hereto as Mortgagees as herein provided (the Trust Company, Continental Illinois and such other institutions being hereafter collectively referred to as the "Mortgagees"),

W I T N E S S E T H :

WHEREAS, the Mortgagor is the legal and beneficial owner of the railroad equipment described on Schedule A hereto attached and made a part hereof, free and clear of all liens and encumbrances, except as otherwise specified on Schedule A and except for the lien of the Trust Company pursuant to a certain Chattel Mortgage, as amended, granted to it by the Mortgagor and dated as of April 20, 1972 (the "1972 Mortgage"); and

WHEREAS, the Mortgagor, the Trust Company and

Continental Illinois have entered a Credit Agreement dated April 19, 1973 providing for the making of advances to the Mortgagor of up to \$4,100,000 in the aggregate (said Credit Agreement as the same may from time to time be amended being hereinafter referred to as the "Credit Agreement");

NOW, THEREFORE, in consideration of the Mortgagees' commitments to make such advances and to secure payment and performance by the Mortgagor of all indebtedness and obligations of any kind at any time incurred by it under the Credit Agreement including, without limitation, the payment of the Debit Balances from time to time existing thereunder, and interest thereon (all such indebtedness and obligations being hereinafter called the "Liabilities"):

1. Security Interest. To secure the prompt and punctual payment of the Liabilities when due, whether by acceleration or otherwise, the Mortgagor hereby grants, bargains, sells, transfers, conveys and mortgages unto the Mortgagees, their successors and assigns, and gives the Mortgagees a security interest in, all railroad locomotives, passenger railroad cars, auto-carrier railroad cars and other railroad rolling stock of every kind and description now owned or at any time hereafter acquired by the Mortgagor, including the railroad

equipment listed on Schedule A, together with any and all additions, accessions, and attachments thereto, and any and all replacements and substitutions thereof, (hereinafter called the "Mortgaged Property") and in and to any and all proceeds arising therefrom.

2. Use of Mortgaged Property. Until default in the payment of the Liabilities when due (whether by acceleration or otherwise) the Mortgagor shall have the right to retain possession of the Mortgaged Property, to use the same in its normal business and to collect and enjoy the rents, revenues, income and profits thereof, except as may otherwise be provided by separate agreement.

3. Covenants of the Mortgagor. The Mortgagor covenants, agrees and warrants, without limiting any other covenants and provisions herein or any covenants and provisions in the Credit Agreement or any other document delivered by the Mortgagor in connection therewith, as follows:

3.1. At the time of the execution and delivery of this instrument, the Mortgagor owns and is possessed of the Mortgaged Property described on Schedule A hereto annexed, subject to no prior lien, charge, encumbrance or security interest except as therein or herein described, and has full power and authority to grant, bargain, sell, transfer, convey and mortgage, and give a security

interest in, the same as herein provided, except as to any Mortgaged Property which is stated in Schedule A to be subject to, or which is hereafter acquired subject to, a conditional sale agreement or other title retention arrangement, as to which this Chattel Mortgage is intended to convey all interest now or hereafter held by Mortgagor therein. The term "Allowed Liens" herein shall mean (i) the lien of the Trust Company under the 1972 Mortgage, (ii) the liens described on Schedule A hereto annexed, as presently outstanding and as hereafter reduced or discharged, and (iii) such subsequent liens as are permitted hereunder or under the Credit Agreement. The Mortgagor hereby does and will forever warrant and defend the title to and possession of the Mortgaged Property against the claims and demands of all persons whomsoever, except the Mortgagees and except as to claims of the holders of Allowed Liens. Except as the context may otherwise require, the terms "liens" and "encumbrances" as used herein shall include the interest of any seller under a conditional sale agreement, whether or not title has been retained by such seller.

3.2 The Mortgagor will be responsible for recording and re-recording, registering and re-registering, and filing and re-filing this Chattel Mortgage and each and every amendment hereof and chattel

mortgage supplemental hereto and such other instruments from time to time as may be requested by the Mortgagees in all such jurisdictions and offices as may be required (or as the Mortgagees may request), and the Mortgagor will take all other or further action as shall be required by law or requested by the Mortgagees, in order that the lien hereof as a fully perfected first lien (except to the extent of allowed liens) on all of the Mortgaged Property at any time acquired as security for payment of the Liabilities, and all rights and remedies of the Mortgagees hereunder may be established, confirmed, maintained and protected; and the Mortgagor will furnish to the Mortgagees evidence satisfactory to the Mortgagees of every such recording, registering, filing or other action.

3.3 Subject only to Allowed Liens (except to the extent the same are reduced or discharged), (i) this Chattel Mortgage always will be kept a fully perfected first lien upon the Mortgaged Property as from time to time constituted; (ii) the Mortgagor will not create or suffer to be created any lien or charge prior to or upon a parity with the lien of this Chattel Mortgage upon the Mortgaged Property or any part thereof or upon the income therefrom or proceeds thereof; and (iii) the Mortgagor will from time to time pay or cause to be paid as they become due and payable all taxes, assessments and

governmental charges lawfully levied or assessed or imposed upon the Mortgaged Property or any part thereof or upon any income therefrom or proceeds thereof, and also all taxes and assessments and governmental charges lawfully levied or assessed or imposed upon the security interest and lien of this Chattel Mortgage in the Mortgaged Property, so that the lien of and security interest created by this Chattel Mortgage shall at all times be wholly preserved at the cost of the Mortgagor and without expense to the Mortgagees; and the Mortgagor will not suffer any other matter or thing whatsoever whereby the lien of or security interest created by this Chattel Mortgage might be impaired. The Mortgagor shall promptly pay when due (whether at maturity, by acceleration or otherwise) all sums secured by any Allowed Liens and upon the payment of the same shall cause such Allowed Liens to cease to exist. As and to the extent that each Allowed Lien is reduced or discharged, the lien of this Chattel Mortgage shall be and become a fully perfected first lien on the Mortgaged Property thereby effected. The Mortgagor shall not consent to, suffer or permit the extension or continuance of any Allowed Lien beyond the date fixed for its termination, or the modification of the terms of any indebtedness secured thereby, without the prior written consent of the Mortgagees.

3.4 The Mortgagor will indemnify and protect the Mortgagees against all claims arising out of or connected with the ownership or use of any of the Mortgaged Property.

3.5 The Mortgagor shall maintain insurance upon all the Mortgaged Property in amounts reasonably sufficient to cover the obligations of the Mortgagor under Section 3.6 hereof in the case of an Event of Loss. All policies and other contracts for such insurance with respect to the Mortgaged Property shall provide that the proceeds of such insurance shall be payable to the Mortgagees and the Mortgagor as their interests may appear (by means of a standard mortgagee clause, without contribution); and each such policy or other contract shall contain an agreement by the insurer that, notwithstanding any right of cancellation or material change reserved to such insurer, such policy or contract shall continue in force for the benefit of the Mortgagees for at least 30 days after written notice to the Mortgagees of the cancellation or material change. Proceeds of insurance on the Mortgaged Property shall be paid by the Mortgagees to the Company if (i) there exists no state of facts which would constitute an Event of Default as defined in Section 8 of the Credit Agreement or which, with notice or lapse of time, or both, would

constitute such an Event of Default, (and which has not been waived by the Mortgagees), and (ii) and the Mortgagees are notified in writing by the Company within 60 days from the notice to the Company by the Mortgagees of the receipt of such proceeds by the Mortgagees that such proceeds shall be immediately applied to the repair of the Mortgaged Property or its replacement by equipment to be subject to this instrument and to become Mortgaged Property and the Company exhibits evidence satisfactory to the Mortgagees that such proceeds will be so applied.

3.6 In case of the occurrence of an Event of Loss with respect to any part of the Mortgaged Property, the Mortgagor shall immediately notify the Mortgagees and shall promptly pay to the Mortgagees an amount which bears the same proportion to the aggregate Debit Balances then outstanding under the Credit Agreement as the cost of such Mortgaged Property, (including without limitation all improvements and additions thereto) reduced by the then outstanding amount, if any, of any Allowed Liens thereon, bears to the total cost of all of the Mortgaged Property then subject to this Chattel Mortgage, reduced by the total amount of all then Allowed Liens. Notwithstanding the foregoing, the Mortgagor's obligations to make payments to the Mortgagees under this Section 3.6 shall not commence until the total cost of all Mortgaged Property with respect to which an Event of Loss occurs

shall equal or exceed \$100,000 and with respect to which there is not insurance coverage as contemplated in Section 3.05 hereof (but the computations of any amount owed by the Mortgagor to the Mortgagees hereunder shall include all prior Events of Loss for which no payment had then been made). As used in this Section the term "Event of Loss" with respect to any property shall mean any of the following events with respect to such property: (i) the actual or constructive total loss of such property; (ii) such property shall be destroyed, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever; or (iii) the condemnation, confiscation, theft or seizure of, or requisition of title to or use of, such property. Any such payment shall be deemed for all purposes a prepayment of the Debit Balances under the Credit Agreement, except that the same need not be in an aggregate amount of \$100,000 or an integral multiple thereof, and the Maximum Commitment, or Initial Maximum Commitment, as the case may be, as those terms are used in the Credit Agreement, shall thereupon be reduced by the amount of any such payment for all purposes under the Credit Agreement.

3.7. The Mortgagor agrees that the Mortgaged Property will not be maintained, used or operated in violation of any law or any rule, regulation or order of any government or governmental authority having jurisdiction or in violation of any certificate, license

or registration relating to the Mortgaged Property issued by any such authority or in violation of any Allowed Lien. In the event that such laws, rules, regulations, orders or agreements require alteration of the Mortgaged Property, the Mortgagor will conform thereto or obtain conformance therewith at no expense to the Mortgagees and will maintain the same in proper operating condition under such laws, rules, regulations, orders and agreements. The Mortgagor also agrees not to employ any of the Mortgaged Property, or suffer the Mortgaged Property to be located, in any area or jurisdiction without the continental United States.

3.8. The Mortgagor, at its own cost and expense, will within a reasonable time replace all appliances, spare parts, instruments, accessories, or other equipment or parts of whatever nature which may from time to time be a part of or installed on or attached to any of the Mortgaged Property and which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever. Any part or accessory so added, unless leased by the Mortgagor from others, shall become subject to the lien hereof and be deemed part of the Mortgaged Property for all purposes hereof so long as such part or accessory shall remain part

of or installed on or attached to such Mortgaged Property.

3.9. The Mortgagor will not, without the prior written consent of the Mortgagees, transfer, sell, assign, lease or relinquish possession of, or suffer or permit the foreclosure of any other lien or encumbrance upon, any of the Mortgaged Property.

4. Remedies upon Default. The Mortgagees at all times hereafter shall have and may exercise with respect to the Mortgaged Property all the rights and remedies given, allowed or permitted to a secured party by or under the Uniform Commercial Code of the State of New York (the "Code") (whether or not the Uniform Commercial Code is in effect in the jurisdiction where the rights and remedies are asserted). Without limiting the generality of the foregoing, upon non-payment of any of the Liabilities when due (whether by acceleration or otherwise) the Mortgagees shall have the following rights and remedies (subject only to the rights, if any, of the holders of any Allowed Liens and the rights, if any, of the Mortgagor expressly granted by the Code to the extent not waived by the Mortgagor herein or modified hereby):

(a) The Mortgagees shall have the right and power to take possession of all or any part of the Mortgaged Property, and to exclude the Mortgagor and all persons claiming under the Mortgagor wholly or

partly therefrom, and thereafter to hold, store, use, operate, manage, control, lease, sell (by public or private sale), and otherwise deal with and dispose of the same in such manner as the Mortgagees in their sole discretion may determine.

(b) At the request of the Mortgagees, the Mortgagor shall promptly deliver or cause to be delivered to the Mortgagees or to an agent or representative designated by the Mortgagees all property to whose possession the Mortgagees shall at the time be entitled hereunder, and the Mortgagees, their agents and representatives, shall have the right at any time whatsoever to enter upon any or all of the Mortgagor's premises and property to exercise the Mortgagees' rights hereunder.

(c) Upon every such taking of possession, the Mortgagees may, from time to time, at the expense of the Mortgaged Property, make all such repairs, replacements, alterations, additions and improvements to and of the Mortgaged Property, and pay and discharge, in whole or in part, such liens or encumbrances existing with respect thereto, as to the Mortgagees may seem proper, and may exercise all other and further rights and powers of the Mortgagor in respect thereof as the Mortgagees in their sole

discretion shall deem best. The Mortgagees shall be entitled to collect and receive all rents, issues, profits, revenues and other income of the same and every part thereof and to apply the same to pay the expenses of holding and operating the Mortgaged Property and of conducting business therewith, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Mortgagees may be required or may elect to make, if any, for taxes, assessments, insurance and other proper charges upon the Mortgaged Property or any part thereof, and all other payments which the Mortgagees may be required or authorized to make under any provision of this Chattel Mortgage. The remainder of such rents, issues, profits, revenues and other income shall be applied in accordance with Section 6 hereof.

(d) Any requirement of reasonable notice imposed by the Code or by any other law shall be deemed met if such notice is in writing and is mailed, telegraphed or delivered to the Mortgagor not less than five business days prior to the sale, disposition or other event giving rise to such notice requirement.

5. Expenses. The Mortgagor shall pay or

reimburse the Mortgagees for all expenses (including attorneys' fees and other legal expenses) reasonably incurred by the Mortgagees in connection with the exercise of rights and enforcement of remedies hereunder and the same shall be deemed a part of the Liabilities for all purposes of this Chattel Mortgage and the Mortgagor may apply the Mortgaged Property and the income therefrom and proceeds thereof to payment of or reimbursement for such expenses.

6. Application of Proceeds. Subject only to the rights of holders of Allowed Liens, the proceeds of any sale or other disposition of the Mortgaged Property, or any part thereof, under this Chattel Mortgage together with any other sums then held by the Mortgagees hereunder, shall be applied as follows:

(a) First, to the payment of all costs and expenses of any kind or description incurred with respect to such sale or disposition, including without limitation all charges, expenses, liabilities and advances incurred or made by the Mortgagees, and all other costs and expenses payable by the Mortgagor or chargeable against the Mortgaged Property under this Chattel Mortgage, and to the payment of all taxes, assessments or liens, if any, prior to the lien of this Chattel Mortgage, except any taxes,

assessments or liens subject to which such sale shall have been made;

(b) Second, to the payment of all of the Liabilities then due and unpaid; and

(c) Third, the surplus, if any, shall be paid to the Mortgagor, its successors or assigns, or to whoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

7. Remedies not exclusive; Waiver; Partial Invalidity. No right, power or remedy conferred upon the Mortgagees hereby is intended to be exclusive of any other right, power or remedy, but every such right, power or remedy shall be cumulative and shall be in addition to every other right, power or remedy herein conferred or now or hereafter existing at law, in equity, by statute or otherwise. No course of dealing and no delay or omission on the part of the Mortgagee in exercising any right, power or remedy shall operate as a waiver thereof or otherwise prejudice any of the Mortgagees' rights, powers and remedies, including but not limited to rights of set-off and bankers' liens, nor shall any single or partial exercise by the Mortgagees of any right hereunder preclude any further exercise thereof. The invalidity of any term or provision hereof in any jurisdiction shall not invalidate any other term or provision in such or any

other jurisdiction and shall not invalidate such term or provision in any other jurisdiction. The unenforceability of any of the remedies herein provided in any jurisdiction shall not affect any remedy in any other jurisdiction nor the right to the enforcement in such jurisdiction of any of the other remedies herein provided.

8. Waiver by Mortgagor. The Mortgagor agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it, will set up, claim or seek to take advantage of any appraisment, valuation, stay, extension or redemption law now or hereafter in force in any locality where any property subject to the lien hereof may be situated, in order to prevent, hinder or delay the enforcement or foreclosure of this Chattel Mortgage, or the absolute sale or other disposition of the Mortgaged Property or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat; and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful to do so, the benefit of all such laws, and any and all right to have any of the properties or assets comprising the Mortgaged Property marshalled upon any such sale, and agrees that the Mortgagees or any court having jurisdiction to foreclose

the lien hereof may sell the Mortgaged Property as an entirety or in such parcels as the Mortgagees or such court may determine.

9. Successors and Assigns. This Chattel Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no assignment by Mortgagor of any right or interest hereunder shall be effective without the prior written consent of the Mortgagees. The Mortgagees at any time upon written notice to the Mortgagor may assign all or any part of the Mortgagees' right, title and interest under this Chattel Mortgage, including their right, title and interest with respect to the Mortgaged Property or any part thereof, to any Person who acquires an interest in any of the Liabilities. To the extent of any such acquisition such person shall have all the rights and remedies of the Mortgagees hereunder. In the event that any Person is added to the Credit Agreement as a "Bank" or substituted for any Bank thereunder, or otherwise becomes entitled to an interest hereunder as a Mortgagee, a supplement or amendment hereto shall be executed confirming the rights of such Person and thenceforth such Person shall be a Mortgagee for all purposes hereunder.

10. Termination. If the Mortgagor shall pay

and discharge all of the Liabilities, then this Chattel Mortgage and the lien, rights and interests hereby granted shall cease, terminate and become null and void and the Mortgagees shall, at the written request of the Mortgagor and at the Mortgagor's expense cause satisfaction and discharge of this Chattel Mortgage to be entered upon the record, execute and deliver such instruments of satisfaction as may be necessary and pay and deliver all moneys and other personal property then held by the Mortgagees hereunder.

11. Definition of Terms. Except to the extent that the context may otherwise require, any terms defined in the Credit Agreement shall have the same meaning when used herein as the meaning given thereto by the Credit Agreement.

12. Counterparts. This Chattel Mortgage may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the Mortgagor, the Trust Company and Continental Illinois have caused this

instrument to be duly executed, as of the day and year first above written.

AUTO-TRAIN CORPORATION

By *Eugene Paul Lyfield*  
President

[Corporate Seal]

ATTEST:

*Richard W. Tolbert*  
Asst. Secretary

UNITED STATES TRUST COMPANY  
OF NEW YORK

By *David M. [unclear]*  
Assistant Vice President

[Corporate Seal]

ATTEST:

*C. L. Smith*  
Secretary A.V.P.

CONTINENTAL ILLINOIS NATIONAL  
BANK and TRUST COMPANY OF CHICAGO

By *R. B. [unclear]*  
Vice President

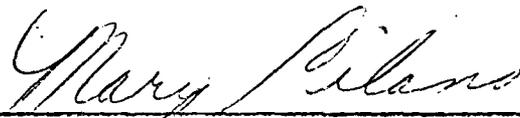
[Corporate Seal]

ATTEST:

*Karl D. [unclear]*  
Commercial Banking Officer

STATE OF ILLINOIS            )  
                                      : ss.:  
COUNTY OF COOK            )

On the 19<sup>th</sup> day of April , 1973 before me personally appeared Peter D Horne to me personally known, who being by me duly sworn, did depose and say that he resides at No. 135 SERRA LANE, DEERFIELD, ILLINOIS that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK and TRUST COMPANY OF CHICAGO, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, that he signed his name thereto by like order, and that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

(Notarial  
Seal)

MY COMMISSION EXPIRES DEC. 23, 1975

STATE OF NEW YORK            )  
  : ss.:  
COUNTY OF NEW YORK        )

On the 19th day of April , 1973 before me personally appeared David M. Melick to me personally known, who being by me duly sworn, did depose and say that he resides at No. 11 Kendall Ave., Maplewood, N.J. that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, that he signed his name thereto by like order, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert A. McTamoney  
Notary Public  
ROBERT A. McTAMONEY, JR.  
Notary Public, State of New York  
No. 31-7874045, Qual. in New York Co.  
Commission Expires March 30, 1974

(Notarial  
Seal)

STATE OF NEW YORK            )  
                                      : ss.:  
COUNTY OF NEW YORK        )

On the 19th day of April , 1973 before me personally appeared EUGENE K. GARFIELD, to me personally known, who being by me duly sworn, did depose and say that he resides at No. 4701 Willard Avenue, Chevy Chase, Maryland; that he is the President of AUTO-TRAIN CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, that he signed his name thereto by like order, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert A. McTamoney, Jr.  
Notary Public

(Notarial  
Seal)

ROBERT A. McTAMANEY, JR.  
Notary Public, State of New York  
No. 31-7874045, Qual. in New York Co.  
Commission Expires March 30, 1974

SCHEDULE A

<u>TYPE OF EQUIPMENT</u>	<u>MANUFACTURER</u>	<u>FROM WHOM ACQUIRED</u>	<u>NO. OF UNITS</u>	<u>SELLER'S IDENTIFICATION NUMBERS</u>	<u>AUTO-TRAIN'S IDENTIFICATION NUMBERS</u>	<u>ORIGINAL COST</u>	<u>CAPITAL IMPROVEMENTS</u>	<u>TOTAL COST OF EQUIPMENT</u>
<u>Passenger Carriers</u>								
Full Dome Cars	Budd & Co.	AT&SF Railway Co.	10	508, 509, 511, 513, 550-555	520, 521, 523, 524, 512-515, 510, 511	\$1,350,000	\$1,072,783.97	\$2,422,783.97
Half Dome Cars	Budd & Co.	Western Pacific Railroad Co.	7	811-817	460-463, 470-472	280,000	725,935.19	1,005,935.19
Half Dome Cars	American Car & Foundry Co.	Union Pacific Railroad Co.	33	7000-7003, 7005, 7007, 7009, 7011, 7012, 7015, 8000-8002, 8004-8009, 9000-9003, 9005-9014	700-709, 900-913, 800-808	378,000	4,583.33	382,583.33
Low Level Coaches	Budd & Co.	Western Pacific Railroad Co.	2	871, 872	580, 582	16,666	--	16,666.00
Low Level Coaches	Pullman-Standard	Norfolk & Western	4	1834-1837	570, 572, 574, 576	28,000	--	28,000.00
Sleepers	American Car & Foundry Co.	Seaboard Coast Line Railroad Co.	6	1804, 1809, 1811, 1814-1816	201-206	90,000 (1)	15,994.32	105,994.32

Schedule A - Continued

<u>TYPE OF EQUIPMENT</u>	<u>MANUFACTURER</u>	<u>FROM WHOM ACQUIRED</u>	<u>NO. OF UNITS</u>	<u>SELLER'S IDENTIFICATION NUMBERS</u>	<u>AUTO-TRAIN'S IDENTIFICATION NUMBERS</u>	<u>ORIGINAL COST</u>	<u>CAPITAL IMPROVEMENTS</u>	<u>TOTAL COST OF EQUIPMENT</u>
Sleepers	American Car & Foundry Co.	Union Pacific Railroad Co.	5	1301-1305	301-305	\$ 30,000	\$ 33,026.57	\$ 63,026.57
Dining & Kitchen Dormitory Cars	Budd & Co.-6 Pullman-Standard-4	Seaboard Coast Line Railroad Co.	10	5990-5999	590-599	127,500 (2)	148,732.24	276,232.24
<u>Other</u>								
Switch Engine	Alcoe	Erie Lackawana	1	621	621	10,000	--	10,000.00
Switch Engine	Baldwin	U.S. Navy	1	59	622	12,500	--	12,500.00
Steam Generators	AT&SF Railway Co.	AT&SF Railway Co.	3	136-138	136-138	225,000	16,370.03	241,370.03
Baggage Car	Budd & Co.	Western Pacific Railroad Co.	1	801	135	8,334	--	8,334.00
Automobile Carriers	Canadian Car & Foundry Co.	Canadian National Railway	21	730026-730030, 730032, 730037, 730042, 730044, 730046, 730048, 730049, 730050, 730052, 730053, 730058-730060, 730062, 730063, 730066	2, 3, 4, 5, 6, 7, 10, 12, 14-18, 20, 21, 23-28	692,500	799,632.52	1,492,132.52

Schedule A - Continued

FOOTNOTES:

- (1) Purchased by Seaboard Coast Line Railroad Company from Atchison, Topeka & Santa Fe Railway Company, and sold to Auto-Train under conditional sales agreement. Amount of seller's lien at February 28, 1973 equalled \$54,000.
- (2) Cars purchased under conditional sales agreement. Amount of seller's lien at February 28, 1973 equalled \$74,800.